

1 DAVID E. MASTAGNI (SBN 204244)  
davidm@mastagni.com  
2 ISAAC S. STEVENS (SBN 251245)  
istevens@mastagni.com  
3 IAN B. SANGSTER (SBN 287963)  
isangster@mastagni.com  
4 **MASTAGNI HOLSTEDT**  
*A Professional Corporation*  
1912 I Street  
5 Sacramento, California 95811-3151  
Telephone: (916) 446-4692  
6 Facsimile: (916) 447-4614

7 Attorneys for Plaintiffs  
8 ABDULLAH WAZWAZ, et al.

9 DENNIS J. HERRERA (SBN 139669)  
City Attorney  
10 KATHERINE HOBIN PORTER (SBN 173180)  
Chief Labor Attorney  
JONATHAN C. ROLNICK (SBN 151814)  
11 BORIS REZNIKOV (SBN 261776)  
Deputy City Attorneys  
12 Fox Plaza  
13 1390 Market Street, Floor Five  
San Francisco, California 94102-5408  
Telephone: (415) 554-4296  
14 Facsimile: (415) 554-4248  
Email: boris.reznikov@sfcityatty.org

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16 Attorneys for Defendant

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18 IN THE UNITED STATES DISTRICT COURT  
19 NORTHERN DISTRICT OF CALIFORNIA

20 ABDULLAH WAZWAZ, JASON MOORE,  
21 KENNETH YEUNG, and BRIAN KAM, on  
behalf of themselves and all similarly situated  
22 individuals,

23 Plaintiffs,

24 vs.

25 CITY AND COUNTY OF SAN FRANCISCO,  
26 Defendant.

) Case No. 4:18-cv-05580-HSG

) Complaint Filed: September 12, 2018

) **JOINT STIPULATION AND ORDER**  
) **RE: CONDITIONAL CERTIFICATION**  
) **OF COLLECTIVE ACTION AND**  
) **APPROVAL OF NOTICE TO**  
) **POTENTIAL COLLECTIVE ACTION**  
) **MEMBERS**

1 Plaintiffs ABDULLAH WAZWAZ, et al. (collectively “Plaintiffs”) and Defendant CITY  
2 AND COUNTY OF SAN FRANCISCO (“Defendant”), by and through their respective counsel,  
3 hereby stipulate as follows:

4 WHEREAS, this putative collective action was filed on September 12, 2018, asserting  
5 Defendant violated the provisions of the Fair Labor Standards Act (“FLSA”) by failing to  
6 include all statutorily required forms of compensation in the “regular rate,” thereby resulting in  
7 the systematic underpayment of overtime compensation and cash out of compensatory time off  
8 (“CTO”) (Dkt. No. 1);

9 WHEREAS, on November 9, 2018, Defendant filed an Answer denying Plaintiffs’  
10 material allegations and asserting various affirmative defenses (Dkt. No. 24);

11 WHEREAS, to ensure complete resolution of Plaintiffs’ claims and Defendant’s liability,  
12 if any, in this action, the parties seek an order conditionally certifying this action as an FLSA  
13 collective action pursuant to 29 U.S.C. §§ 201, et seq., and providing notification of the action to  
14 all individuals with potential claims similar to those asserted in this action;

15 NOW THEREFORE, the parties stipulate as follows:

16 1. This action satisfies the requirements for conditional certification as a collective  
17 action under the FLSA, consisting of current and/or former non-exempt employees of  
18 Defendant who are and/or were members of the San Francisco Sheriff’s Department  
19 in the job classifications Deputy Sheriff (8302, 8304, 8504), Senior Deputy Sheriff  
20 (8306, 8506), Sheriff’s Sergeant (8308, 8508), or Sheriff’s Lieutenant (8310, 8510)  
21 who worked statutory overtime under the FLSA and who either (1) received  
22 “Professional Achievement/POST Premium” pay at any time since September 12,  
23 2015; or (2) received any pay premium, differential, or other remuneration over and  
24 above their base salary, elected to receive CTO in lieu of overtime compensation, and  
25 who used CTO to take paid leave and/or cashed out CTO at any time since September  
26 12, 2015.

27 2. In the interest of efficiency and preventing the duplication of resources, the parties  
28 agree to use the same third-party administrator as the *De Bernardi* action.

- 1 3. Within thirty (30) days after the Court issues an order approving this Stipulation,  
2 Defendant will produce to the third-party administrator a list (in either Word or Excel  
3 format on a thumb drive or other similar PC-computer compatible drive) of the names  
4 and last known addresses of all persons described in paragraph 1 (the “Mailing List”).  
5 Those names and addresses will be kept confidential by the third-party administrator  
6 and used solely for the purpose of the mailing of notices, and not for any other  
7 purpose.
- 8 4. As soon as practicable, but not later than fifteen (15) days after receipt of the Mailing  
9 List, the third-party administrator will mail the Court-approved FLSA Notice attached  
10 hereto as “Exhibit A” to all persons described in paragraph 1 (and identified by  
11 Defendant in the Mailing List). In the event that FLSA Notice forms are returned as  
12 undeliverable to putative class members, the third-party administrator will attempt to  
13 obtain current addresses of such putative class members and will re-mail the Court-  
14 approved FLSA Notice to any addresses so obtained.
- 15 5. As soon as practicable, but not later than thirty (30) days before the close of the opt-in  
16 period, the third-party administrator will give notice (and supplemental notices, as  
17 necessary) to Defendant of the names of putative class members for whom delivery  
18 has not been accomplished following the steps outlined in paragraph 4. Within  
19 fifteen (15) days of receipt of such names, Defendant will review its records to verify  
20 that the address-provided to the third-party administrator are accurate.
- 21 6. Sixty (60) days after the third-party administrator has mailed the Court-approved  
22 FLSA Notice the opt-in period will close.
- 23 7. Defendant reserves its right to move for decertification of this collective action, in  
24 whole or in part, at any time.
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1 Dated: March 7, 2019

**MASTAGNI HOLSTEDT, APC**

2  
3 By: /s/ Ian B. Sangster  
4 DAVID E. MASTAGNI, ESQ.  
5 ISAAC S. STEVENS, ESQ.  
6 IAN B. SANGSTER, ESQ.  
7 Attorneys for Plaintiffs

8 Dated: March 7, 2019

**DENNIS J. HERRERA**

9 City Attorney  
10 KATHARINE HOBIN PORTER  
11 Chief Labor Attorney  
12 JONATHAN C. ROLNICK  
13 BORIS REZNIKOV  
14 Deputy City Attorneys

15  
16 By: /s/ Boris Reznikov  
17 BORIS REZNIKOV

18 Attorneys for Defendant  
19 CITY AND COUNTY OF SAN FRANCISCO  
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**ATTESTATION OF E-FILED SIGNATURE**

I, Ian B. Sangster, am the ECF User whose ID and password are being used to file this Joint Stipulation and Order to Re-Set Case Management Dates. In compliance with Local Rule 5-1(i)(3), I attest that Boris Reznikov has read and approved this pleading and consents to its filing in this action.

Dated: March 7, 2019

**MASTAGNI HOLSTEDT, APC**

By: /s/ Ian B. Sangster  
DAVID E. MASTAGNI  
ISAAC S. STEVENS  
IAN B. SANGSTER  
Attorneys for Plaintiffs


1 **ORDER**

2 Pursuant to the parties' Joint Stipulation, and good cause appearing, IT IS HEREBY  
3 ORDERED THAT:

- 4 1. The Court conditionally certifies this action as a collective action under the FLSA,  
5 consisting of current and/or former non-exempt employees of Defendant who are  
6 and/or were members of the San Francisco Sheriff's Department in the job  
7 classifications Deputy Sheriff (8302, 8304, 8504), Senior Deputy Sheriff (8306,  
8 8506), Sheriff's Sergeant (8308, 8508), or Sheriff's Lieutenant (8310, 8510) who  
9 worked statutory overtime under the FLSA and who either (1) received "Professional  
10 Achievement/POST Premium" pay at any time since September 12, 2015; or (2)  
11 received any pay premium, differential, or other remuneration over and above their  
12 base salary, elected to receive CTO in lieu of overtime compensation, and who used  
13 CTO to take paid leave and/or cashed out CTO at any time since September 12, 2015.
- 14 2. The Court approves the FLSA Notice form attached hereto as Exhibit A and orders  
15 that notice be transmitted as set forth in the parties' Joint Stipulation.

16 IT IS SO ORDERED:

17  
18 DATED: March 13, 2019

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20 HONORABLE HAYWOOD S. GILLIAM, JR.  
21 UNITED STATES DISTRICT JUDGE  
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